

**VOLUNTARY CLEANUP CONTRACT  
15-5718-NRP-2**

**IN THE MATTER OF  
GREGG / GRANITE MILLS, AIKEN COUNTY  
AND  
WATER PROPERTY HOLDINGS, LLC AND HORSE CREEK WATER WORKS, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control, Water Property Holdings, LLC and Horse Creek Water Works, LLC with respect to the Property located on Marshall Street, Graniteville, South Carolina. The Property includes approximately 48.7 acres identified by Tax Map Serial Numbers 068-18-03-003 (Granite Plant, approximately 13.9 acres), 068-17-36-001 (approximately 0.06 acres), 068-18-29-001 (approximately 0.15 acres), 068-18-02-001 (Gregg Plant, approximately 19.75 acres), 068-18-19-003 (Avondale Main Office, approximately 0.7 acres), 068-14-07-001 (Red Barn, approximately 2.8 acres), 068-18-19-004 (approximately 8.2 acres) , and a portion of 068-18-01-001 (Gregg Warehouse parking lot, approximately 3.1 acres). In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of June 4, 2015, and any amendments thereto, by Water Property Holdings, LLC and Horse Creek Water Works, LLC, which is incorporated into this Contract and attached as Appendix A.

**AUTHORITY**

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et seq. (as amended), and the South Carolina Pollution Control Act, § 48-1-10 et seq.

## DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S.C. Code Ann. § 44-2-10, et seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.
  - A. "HCWW" means Horse Creek Water Works, LLC and "WPH" means Water Property Holdings, LLC.
  - B. "Beneficiaries" means HCWW AND WPH's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
  - C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
  - D. "Contract" means this Voluntary Cleanup Contract.
  - E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.

- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of HCWW AND WPH or their Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

## FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:
- A. Owners and Operators: The owners and operators of the Property include the following:

**TMS Nos. 068-14-07-001, 068-18-02-001, 068-18-03-003, and 068-18-19-004**

The Graniteville Company – merged into TXL Corp.	Prior to 2007
Avondale Mills, Inc.	1996 - 2007
Community Environmental Company, LLC	2007 - Present

**TMS Nos. 068-17-36-001, 068-18-29-001, 068-18-19-003, and a portion of 068-18-01-01**

The Graniteville Company – merged into TXL Corp.	Prior to 2007
Avondale Mills, Inc.	1996 - 2007
GAC Holdings, LLC	2007 – 2009
WG Development, LLC	2009 - Present

- B. Property and Surrounding Areas: The Property is bounded generally to the north by Ascauga Lake Road followed by wooded land and a community outreach center; to the east by Power Canal followed by Canal Street, Leavelle McCampbell School and residences; to the south by Marshall Street, followed by Recleim (Hickman Mill); and to the west by a warehouse followed by Leitner Street with residences beyond.

This Property was subject to NRP VCC 07-5718-NRP-3 entered into by Community Environmental Company, LLC and executed by the Department on October 17, 2007. The obligations of the VCC were not completed.

The Property is developed with 12 primary buildings totaling approximately 590,000 square foot of commercial office/warehouse/manufacturing space that is mostly unoccupied. Smaller pump houses and sheds are also located on the subject property, as well as parking, paved drives and landscaped areas. Portions of the Property are currently occupied by Recleim, Dumpster Depot, and the Megiddo Dream Station. Recleim is currently using a large portion of the

Gregg Building for storage of recycle feedstock in the form of used appliances including drink machines, washing machines and vacuum cleaners; these appliances are not processed in the Gregg Building. Dumpster Depot (provides dumpster rentals and roll-off containers) is using a small portion at the northern end of the Gregg Building for equipment storage. Megiddo Dream Station currently occupies the former Purchasing Office in the southeast portion of the subject property. Megiddo Dream Station is a company that supports family learning and self-sufficiency; the space is used as office and storage. Recleim also utilizes the office building located at 122 Marshall Street for office space. The primary areas of operation on the Property are described below:

The Gregg Plant is an approximately 350,000 square-foot structure, which operated as a dyeing and finishing plant from 1949 until plant closure in July 2006. Operations included bleaching, mercerizing with caustic solutions, dyeing, finishing with resins, and sanforizing (mechanical process to prevent shrinkage). Solvents were used for parts cleaning.

A portion of the Property formerly known as the Maintenance Tract is divided by Ascauga Lake Road. The portion of the Maintenance Tract located north of Ascauga Lake Road includes the former Avondale Mills Maintenance Barn, which was used for equipment storage. This portion of the Maintenance Tract is believed to have been used as a "laydown" area for unwanted equipment and machinery. The portion of the Maintenance Tract located south of Ascauga Lake Road includes the former Avondale Mills Maintenance Facility, including vehicle maintenance shops, carpenter shop, a wood storage shed, and vehicle storage sheds.

The Granite Plant operated as a textile mill from the 1840's to the 1980's. Various additions were made to the plant with the most recent in 1948. Spinning and weaving are believed to be the primary operations; dyeing and finishing are

not believed to have taken place.

The Old Gregg Plant was constructed in 1923 with additions constructed in 1940. The structures contained a laboratory, machine shop, and storage areas. These facilities were most recently used as a laboratory and maintenance areas, but were historically used for dyeing and finishing. The 1975 Sanborn Fire Insurance Map indicates that a jig dyeing area was located on the northern end of Building 45-A. Building 10, which was demolished, was used for the storage of dyes and chemicals.

### **Gregg Plant Phase II Assessment Results**

As documented in a report dated October 15, 2010, CTC Public Benefit Corporation performed a Phase II Environmental Site Assessment for the portion of the Property known as the Gregg Plant. The assessment included the collection of soil, groundwater, sediment, and surface water samples. Assessment activities also included the use of ground penetrating radar to evaluate the presence or absence of underground storage tanks (USTs).

Contaminants of potential concern above EPA Industrial Regional Screening Levels (RSLs) for soil include arsenic and benzo(a)pyrene. Lead was detected in surface soil sample GG-22-12 (0-1) at a concentration of 410 ppm, which exceeds the residential RSL but is below the industrial RSL. Surface soils collected near the boil off ranges and the mercerizers exhibited pH in excess of 9.0. No VOCs, SVOCs, pesticides, or PCBs were detected above the maximum contaminant levels (MCLs) or EPA RSLs for Residential Tapwater. Arsenic was detected above the Tapwater RSL in monitoring wells MW-02, MW-04, MW-05, and MW-07. Vanadium was detected above the Tapwater RSL in monitoring wells MW-04 and MW-05. PCB 1254, arsenic, copper, lead, mercury, and vanadium were detected in sediments in excess of USEPA Region 4 Sediment Screening Value (SSVs). Lead and zinc were detected in surface water above

applicable standards.

A geophysical survey was performed to determine the presence or absence of a 8,000-gallon solvent UST and a 1,000-gallon gasoline UST. The results of the survey are as follows:

- The survey did not reveal the presence of the 8,000-gallon solvent UST to the southeast of a metal building located in the tank farm. However, a patch was noted in the asphalt in the suspect location that appeared to be of an appropriate size to accommodate the removal of an 8,000-gallon tank. Additionally, a former maintenance employee at the Gregg Plant stated that the tank was removed sometime after a train derailment/wreck that occurred in Graniteville on January 6, 2005, but prior to the acquisition of the property by CEC in 2007. Monitoring well MW-04 is positioned downgradient of the suspected solvent tank, with no detections above MCLs.
- The survey revealed no evidence of the 1,000-gallon gasoline tank suspected of existing near the northwest corner of the Gregg Plant facility. Additionally, the former maintenance employee was unaware of the presence of any gasoline USTs on the subject property.

Subsequent to the Phase II assessment, most of the concrete, asphalt and tank structures were removed from the 0.75-acre Gregg Plant tank farm. A small concrete pad formerly used as an aboveground tank containment structure remained at the northeast corner of the former tank farm area, and a concrete saddle associated with horizontal tanks remained approximately midway along the eastern edge of the tank farm. Cardno was contracted to collect seven soil samples from three locations to confirm the presence or absence of contamination beneath the former tank farm. Benzo(a)pyrene and PCB-1254 were detected in surface soil sample CS-SS-02 at concentrations of 21.5 ppb

and 7,110 ppb, respectively. The PCB-1254 detection is above the industrial RSL of 970 ppb.

### **Granite Plant, Maintenance Tract, and Granite Maintenance / Research Tract Phase II Assessment Results**

As documented in a report dated October 15, 2010, CTC Public Benefit Corporation performed a Phase II Environmental Site Assessment for the portions of the Property known as the Granite Plant, Maintenance Tract, and Granite Maintenance / Research Tract (also known as the Old Gregg Plant). The assessment included the collection of soil, groundwater, sediment, and surface water samples. Assessment activities also included ground penetrating radar to evaluate the presence or absence of USTs and the evaluation of the areal extent of the dumpsite and the potential coal storage area.

Contaminants of potential concern above Industrial RSLs for soil include arsenic, lead, PCBs, benzo(a)pyrene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and ideno (1,2,3-cd) pyrene. VOCs were detected in groundwater; however, the concentrations were below the MCLs or EPA RSLs for Residential Tapwater. Arsenic was detected in excess of the Tapwater RSL. PAHs, PCB 1254, arsenic, vanadium, copper, lead, and mercury were detected in sediments in excess of the USEPA Region 4 SSVs. Lead and zinc were detected in surface water above applicable standards.

The areal extent of the dumped material was determined by direct visual observation and delineated using a hand held global positioning system (GPS) device. The dumpsite was determined to cover approximately 1.62 acres. CTC attempted to determine the depth of the waste material through the installation of six soil borings (SS-14 through SS-19) and two groundwater monitoring wells (MW-07 and MW-08) within the dumpsite area. Fragments of brick, concrete, and



asphalt were observed in the shallow soils (less than one foot bgs) in soil borings SS-15 and SS-16 and in deeper soils (approximately four feet bgs) in the monitoring well borings. It appears that the majority of the material placed in the dumpsite was discarded on the ground surface, and that widespread, systematic land filling or burial did not take place.

CTC attempted to delineate the areal extent and depth of the possible coal storage area located behind the maintenance shop/vehicle garage on the eastern portion of the Maintenance Tract. Activities included visual observation and the installation of seven soil borings. One soil boring (SS-10) was installed in the central portion of the possible coal storage area, and one surface and one subsurface soil sample were obtained for laboratory analysis. The remaining six borings were installed along the northern and southern edges of the suspect area at evenly spaced intervals. The soil cores from these borings were collected solely for the purpose of visual inspection of subsurface soils for the presence of coal. Based upon visual observation of the ground surface and the presence of infrastructure in the area, including asphalt paving to the north and a brick and mortar building to the south, it appears that the areal extents of the possible coal storage area are limited to an approximate 25 foot by 30 foot area. Coal was observed in the borings installed along the northern extent of the area to a depth of approximately 1.5 feet bgs. Coal was not observed in the subsurface soils collected along the southern extent of the area.

A geophysical survey was performed to determine the presence or absence of several suspected USTs. The results of the survey are as follows:

- The survey revealed no evidence of the 200-gallon or 50-gallon lubricating oil UST suspected of existing on the eastern portion of the Granite Plant Tract.
- The survey did not reveal the current presence of a UST in the suspected

location of the 8,000-gallon gasoline or two 1,000-gallon gasoline tanks formerly located adjacent to Building 52. However, the GPR identified an area beneath an asphalt patch that appeared to have been disturbed. The asphalt patch was of an appropriate size to accommodate the removal of an 8,000-gallon tank. Monitoring well MW-04 was installed immediately downgradient of the asphalt patch and petroleum odors were noted in the shallow soils (0-3.5 feet bgs) and perched groundwater encountered during well installation. The perched groundwater was observed at a depth of approximately 2.5 feet bgs and was overlying a thick, dense clay layer. No petroleum related compounds were identified in the groundwater sample collected from MW-04.

- The survey revealed no evidence of a tank associated with the hydraulic lift in Building 52.
- The survey did not reveal the presence of a UST in the suspected location of the 10,000-gallon gasoline tank formerly located south of Building 10.
- The survey revealed no evidence of the 1,000-gallon solvent tank suspected of existing south of Building 45. A reported fill port for the tank was observed adjacent to Marshall Street; however, the ground penetrating radar could not identify any buried piping associated with the reported fill port or any evidence of a UST or former UST in the vicinity of the fill port. Since no evidence of the 1,000-gallon solvent tank was observed during the investigation, no additional assessment regarding the UST was conducted. MW-05 is located hydraulically downgradient of this area with no detected VOCs.
- The survey revealed no evidence of the suspected 500-gallon pentane tank southeast of Building 45. A reported fill port for the tank was observed adjacent to a loading dock associated with Building 45; however, the ground penetrating radar could not identify any buried piping associated with the reported fill port or any evidence of a UST or former UST in the vicinity of the fill port. It is possible that the tank is positioned

underneath the loading dock, but this could not be confirmed during the geophysical survey. Monitoring well MW-05 was positioned downgradient of both the suspected 1,000-gallon solvent tank and 500-gallon pentane tank and should provide evidence of past releases impacting groundwater in the area. Low levels of several VOCs and SVOCs were identified in the groundwater sample collected from MW-05.

C. Applicant Identification: HCWW is South Carolina limited liability company and WPH is a Delaware limited liability company. Their principal place of business is located at 34 Old Ivy Road, Suite 200, Atlanta, Georgia, 30342. HCWW AND WPH affirm that they have the financial resources to conduct the response action pursuant to this Contract.

D. Proposed Redevelopment: HCWW AND WPH will acquire the Property and intends to redevelop the Property for commercial and/or mixed use.

#### BONA FIDE PROSPECTIVE PURCHASER STATUS

3. HCWW AND WPH certify that they and their members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. HCWW AND WPH also certify that they and their members are eligible to be a Bona Fide Prospective Purchaser for the Property.

#### RESPONSE ACTION

4. HCWW AND WPH agree to conduct the response actions specified in the subparagraphs below. An initial Work Plan shall be submitted by HCWW AND WPH, or their designee, within thirty (30) days after the date of execution of this Contract by

the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by HCWW AND WPH, or their designee in accordance with the schedule provided in the initial Work Plan. HCWW AND WPH acknowledge that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. HCWW AND WPH agree to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, HCWW AND WPH may seek an amendment of this Contract to clarify their further responsibilities. HCWW AND WPH shall perform all actions required by this Contract, and any related actions of HCWW AND WPH's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). HCWW AND WPH shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective

measures activities consistent with the following:

- a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
- b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
- c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
  - i. the full EPA Target Analyte List (TAL);
    - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
  - ii. the full EPA Target Compound List (TCL);
    - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
    - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
    - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
    - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detections levels, the analytical method shall use the lowest achievable detection levels.

- 6). The Work Plan shall include the names, addresses, and telephone numbers

of HCWW AND WPH's consulting firm(s), analytical laboratories, and HCWW AND WPH's contact person for matters relating to this Contract and the Work Plan.

- a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
- b). HCWW AND WPH shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify HCWW AND WPH in writing of approvals or deficiencies in the Work Plan.
- 8). HCWW AND WPH, or their designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). HCWW AND WPH shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). HCWW AND WPH shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). HCWW AND WPH shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. HCWW AND WPH shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). HCWW AND WPH shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
  - a). All drums containing Waste Materials present on the Property;
  - b). The debris located near the Red Barn; and
  - c). Areas of indiscriminant dumping of Waste Materials within Horse Creek on the surface of the bed of the creek or encountered during assessment.
- 2). HCWW AND WPH shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.

- 3). Upon discovery of any Segregated Source that has not yet released all contents to the environment, HCWW AND WPH shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). HCWW AND WPH shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. HCWW AND WPH shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). HCWW AND WPH shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). HCWW AND WPH shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to HCWW AND WPH, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). HCWW AND WPH shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations, unless otherwise specified:
  - a). Two surface soil locations near GP-SS-01 to be analyzed for PAHs only;
  - b). Two surface soil locations near GP-SS-06 to be analyzed for PAHs, PCBs, and arsenic and two corresponding subsurface soil locations to be analyzed for PCBs and arsenic only;
  - c). Two surface soil locations near GP-SS-13 to be analyzed for PAHs only;
  - d). Two surface soil locations near GP-SS-14 to be analyzed for PCBs only;
  - e). Two surface soil locations near GP-SS-12 to be analyzed for arsenic only;



- f). Two surface soil locations near GP-SS-16 to be analyzed for arsenic only;
  - g). Four locations near CS-SS-02 (tank farm confirmation sampling) to be analyzed for PCBs only;
  - h). Two locations within the former dye, paint, and chemical storage area located east of the Old Gregg Plant (formerly Building 10) identified as recognized environmental condition (REC) #4;
  - i). One subsurface soil sample within the suspected location of the 50-gallon lubricating oil UST (REC #6);
  - j). One subsurface soil sample within the suspected location of the 200-gallon lubricating oil UST (REC #7);
  - k). One location within the former transformer maintenance storage area with a bias towards the heavily stained, deteriorated concrete floor (REC #10);
  - l). One subsurface soil sample beneath the underground piping associated with the gasoline AST and dispenser located on the north side of the Gregg Plant (REC #13);
  - m). A sufficient number of soil locations to evaluate the extent of the soils exhibiting elevated pH in the area of the former boil off ranges and mercerizers at Gregg Plant. Each sample shall be characterized via laboratory analysis for pH only.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs.
  - 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). HCWW AND WPH shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of three newly installed monitoring wells. Specific locations shall be as follows:
  - a). One location downgradient of the former dye tank area on the north end of

- the Old Gregg Plant (REC #5) and the area located east of the Old Gregg Plant (former Building 10, REC #4);
- b). One location near the former ASTs located west of the Graniteville Plant (REC #11);
  - c). One location near the underground piping associated with the gasoline AST and dispenser located on the north side of the Gregg Plant (REC #13).
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs.
  - 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Drain Lines

- 1) If drain lines emanating from the buildings, or any ancillary structures or operations, remain in place during or after redevelopment of the Property, HCWW AND WPH shall ensure that the drain lines are either removed or adequately sealed to prevent further use or potential release from the drain lines. For any drain lines that are not assessed by the other portions of this Contract, HCWW AND WPH shall assess the surrounding media, including soil, sediment, surface water, and/or groundwater, as appropriate, in accordance with a Department approved plan.

H. Evaluate and control potential impacts to indoor air:

- 1). HCWW AND WPH shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental

EPA guidance. The Department's evaluation will be constrained towards predicting residential or commercial exposures consistent with the building use and construction on the Property.

- 2). This evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the building during two separate sampling events approximately six months apart. One sample shall be collected per every 1000 square feet of building footprint potentially subject to Vapor Intrusion. One sampling event shall be in the winter. Each sampling event shall include collection of a representative number of indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a  $10^{-6}$  risk. The applicable screening concentrations shall be based upon the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance
- 3). The Department may allow HCWW AND WPH to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). HCWW AND WPH shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the measured indoor air concentration exceeds a  $10^{-6}$  risk calculated for residential use or, if the Property is used for commercial purposes, occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

I. Institute reasonable Contamination control measures:

- 1). HCWW AND WPH shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
  - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
  - b). HCWW AND WPH shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). HCWW AND WPH shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:
  - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media or Waste Materials that require Corrective Measures include, but may not be limited to, the following:
    - i. All drums present on the Property;
    - ii. The debris located near the Red Barn and within Horse Creek.
  - b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
  - c). HCWW AND WPH may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance

for Superfund. Prior to conducting the risk assessment, HCWW AND WPH shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

- d). Upon completion of any corrective measures, HCWW AND WPH shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). HCWW AND WPH shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). HCWW AND WPH shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

## HEALTH AND SAFETY PLAN

5. HCWW AND WPH shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). HCWW AND WPH agree that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by HCWW AND WPH.

## PUBLIC PARTICIPATION

6. HCWW, WPH and the Department will encourage public participation to implement this Contract as follows:
  - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by HCWW AND WPH.
  - B. HCWW AND WPH shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
    - 1). The sign will state "Voluntary Cleanup Project by Water Property Holdings, LLC and Horse Creek Water Works, LLC under Voluntary Cleanup Contract 15-5718-NRP-2 with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of HCWW AND WPH.

Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). HCWW AND WPH shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). HCWW AND WPH agree to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). HCWW AND WPH shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, HCWW AND WPH shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

#### PROGRESS UPDATES

7. HCWW AND WPH shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 90 days of the execution date of this Contract and semi-annually thereafter.
  - A. The updates may be in summary letter format, but should include information about:
    - 1). The actions taken under this Contract during the previous reporting period;
    - 2). Actions scheduled to be taken in the next reporting period;
    - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was

- collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

### SCHEDULE

8. HCWW AND WPH shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. HCWW AND WPH shall implement the interim measures in accordance with a Department-approved plan.

### DECLARATION OF COVENANTS AND RESTRICTIONS

9. HCWW AND WPH or their Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from single-family residential dwellings with yards, agricultural, child day care, and adult day care use; and maintain the existing buildings as an engineering controls. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to HCWW AND WPH. An authorized representative of HCWW AND WPH or their Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

B. HCWW AND WPH or their Beneficiaries shall record the executed Declaration



with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.

- C. HCWW AND WPH or their Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, HCWW AND WPH or their Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for HCWW AND WPH or their Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
  - 1). HCWW AND WPH or their Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  - 2). HCWW AND WPH or their Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after HCWW AND WPH acquire the Property, and such

right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

- H. HCWW AND WPH or their Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31<sup>st</sup> in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

#### NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7)

days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jerry Stamps  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

B. All correspondence and notices to HCWW AND WPH shall be submitted to HCWW AND WPH's designated contact person who as of the effective date of this Contract shall be:

Pete Davis, Manager  
Water Property Holdings, LLC and Horse Creek Water Works, LLC  
34 Old Ivy Road, Suite 200  
Atlanta, Georgia 30342

#### FINANCIAL REIMBURSEMENT

11. HCWW AND WPH or their Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to HCWW AND WPH on a quarterly basis. All costs are payable within thirty

(30) days of the Department's invoice submitted to:

Pete Davis, Manager  
Water Property Holdings, LLC and Horse Creek Water Works, LLC  
34 Old Ivy Road, Suite 200  
Atlanta, Georgia 30342

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

#### ACCESS TO THE PROPERTY

- 12. HCWW AND WPH agree the Department has an irrevocable right of access to the Property for environmental response matters after HCWW AND WPH acquire the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

#### CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to HCWW AND WPH or their Beneficiaries for the Property under this Contract as follows:
  - A. HCWW AND WPH or their Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract.

The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that HCWW AND WPH or their Beneficiaries have successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
  - 1). A Provisional Certificate of Completion will include specific performance standards that HCWW AND WPH or their Beneficiaries shall continue to meet.
  - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if HCWW AND WPH or their Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

#### ECONOMIC BENEFITS REPORTING

- 14. HCWW AND WPH or their Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. HCWW AND WPH shall summarize the new operations at the Property, the number of jobs created, the

amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

#### CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, HCWW AND WPH, and their Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. HCWW AND WPH or their Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. HCWW AND WPH and their Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, HCWW AND WPH or their Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
  - 1). Is not a Responsible Party for the Site;
  - 2). Has sufficient resources to complete the activities of this Contract;
  - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
  - 4). Will assume the protections and all obligations of this Contract and,

5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, HCWW AND WPH or their Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

#### CONTRACT TERMINATION

16. HCWW AND WPH, their Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide HCWW AND WPH or their Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;

- 2). Change in HCWW AND WPH's or their Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
  - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
  - 4). Failure of HCWW AND WPH or their Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by HCWW AND WPH or their Beneficiaries;
  - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
  - 6). Failure by HCWW AND WPH or their Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
  - 7). Failure by HCWW AND WPH or their Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of HCWW AND WPH's or their Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should HCWW AND WPH or their Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by HCWW AND WPH or their Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of HCWW AND WPH or their Beneficiaries to pay costs incurred by the Department



pursuant to this Contract. Payment for such costs shall become immediately due.

- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

#### ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. HCWW AND WPH and their Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue HCWW AND WPH and their Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by HCWW AND WPH or

their Beneficiaries.

- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by HCWW AND WPH or their Beneficiaries. The Department retains all rights under State and Federal laws to compel HCWW AND WPH and their Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by HCWW AND WPH or their Beneficiaries.

#### RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than HCWW AND WPH and their Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than HCWW AND WPH and their Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

#### RESERVATION OF RIGHTS BY HCWW AND WPH

19. HCWW AND WPH retain all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. HCWW AND WPH and their Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, HCWW AND WPH and their Beneficiaries agree to undertake the requirements of this Contract.

#### BURDEN OF PROOF

20. HCWW AND WPH and their Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by HCWW AND WPH or their Beneficiaries. HCWW AND WPH and their Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

#### LIMITATION OF CLAIMS BY HCWW AND WPH AND THEIR BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, HCWW AND WPH and their Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

**[Remainder of page left blank]**

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

\_\_\_\_\_  
Daphne G. Neel, Chief  
Bureau of Land and Waste  
Management

DATE:

\_\_\_\_\_  
Reviewed by Office of General Counsel

**WATER PROPERTY HOLDINGS, LLC**

BY:

DATE:

\_\_\_\_\_  
*D. Pete Davis, Manager*  
Printed Name and Title

\_\_\_\_\_  
7/30/15

**HORSE CREEK WATER WORKS, LLC**

BY:

DATE:

\_\_\_\_\_  
*D. Pete Davis, Manager*  
Printed Name and Title

\_\_\_\_\_  
7/30/15

# APPENDIX A

Water Property Holdings, LLC and Horse Creek Water Works, LLC  
Application for Non-Responsible Party Voluntary Cleanup Contract

June 4, 2015



## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)  
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Horse Creek Water Works, LLC

#### 4. Contract Signatures for this Applicant

##### a. Authorized Signatory

D. Pete Davis	Manager	pete@peachtreeinv.com
Name	Title	Email
34 Old Ivy Road, Suite 200	404-495-4553	404-824-4337
Address	Phone1	Phone2
Atlanta	GA	30342
City	State	Zip

##### b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Steve Bush	Principal	(404) 495 - 4552	steve@peachtreeinv.com	<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

#### 5. Physical Location of Applicant's Headquarters

Same as above

Street address

Suite Number

City

State

Zip

#### 6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Title

Street Number or PO Box

Phone1

Phone 2

City

State

Zip

Email

#### 7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Delaware (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

Name

Water Property Holdings, LLC

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?  
☒ Yes ☐ No

d. If yes, identify all affiliations: Peachtree Investment Solutions, LLC

#### 8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

## II. Property Information

### 9. Location

a. Physical Address Marshall Street, Graniteville

b. County Aiken

c. ☒ Property is outside any municipal boundaries    ☐ Property is inside the municipal limits of \_\_\_\_\_  
(town/city)

### 10. List any Companies or Site names by which the Property is known

Gregg Mill

Avondale Mill

Granite Mill

### 11. Total Size of Property Covered by this Contract Approx. 48.7 Acres

### 12. How many parcels comprise the Property? 8

### 13. Current Zoning (general description)

RUD (Rural Development)

### 14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes   ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

500-gallon waste oil AST east of Granite Shop. This AST will be removed following closing.

1,000-gallon AST outside of the north end of the Gregg Plant. Applicant has not yet determined whether this AST will remain in use after closing.

20 ASTs used for water filtration and storage east of the Old Gregg Plant. Some or all of these tanks may be removed prior to closing.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 068-18-03-003  
b. Acreage Approx. 13.9  
c. Current Owner Community Environment  
d. Owner Mailing Address 100 Rogers Terrace  
Aiken, SC 29801  
e. Contact Person for Access Joan Hartley  
f. Access Person's Phone # 803-540-2129  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☒ Intact, To be demolished  
☒ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☒ Not operating since 2005  
(approx date)  
☐ In operation: nature of the business \_\_\_\_\_

a. Tax Map Parcel# 068-17-36-001  
b. Acreage Approx. 0.06  
c. Current Owner WG Development, LLC  
d. Owner Mailing Address 2040 Sage Valley Drive  
Graniteville, SC 29829  
e. Contact Person for Access Joan Hartley  
f. Access Person's Phone # 803-540-2129  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☒ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the business \_\_\_\_\_

a. Tax Map Parcel# 068-18-29-001  
b. Acreage approx. 0.15  
c. Current Owner WG Development, LLC  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access Joan Hartley  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☒ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the business \_\_\_\_\_

a. Tax Map Parcel# 068-18-02-001  
b. Acreage approx. 19.75  
c. Current Owner Community Environment  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access Joan Hartley  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☒ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☒ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☒ In operation: nature of the business Warehouse

a. Tax Map Parcel# 068-18-19-003  
b. Acreage approx. 0.7  
c. Current Owner WG Development, LLC  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access Joan Hartley  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☒ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☒ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☒ In operation: nature of the business Office

a. Tax Map Parcel# portion 068-18-01-001  
b. Acreage approx. 3.1  
c. Current Owner WG Development, LLC  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access Joan Hartley  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☒ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the business \_\_\_\_\_



15. Parcel Information *Complete the information below for each Parcel (attach additional sheets if needed)*

a. Tax Map Parcel# 068-14-07-001  
b. Acreage Approx. 2.8  
c. Current Owner Community Environmental  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access Joan Hartley  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? (check all that apply)  
☐ None  
☐ Demolished/Ruins  
☐ Intact, To be demolished  
☒ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☒ Not operating since 2007 (approx date)  
☐ In operation: nature of the business \_\_\_\_\_

a. Tax Map Parcel# 068-18-19-004  
b. Acreage Approx. 8.2  
c. Current Owner Community Environmental  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access Joan Hartley  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? (check all that apply)  
☒ None  
☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_ (approx date)  
☐ In operation: nature of the business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? (check all that apply)  
☐ None  
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b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
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b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
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i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_ (approx date)  
☐ In operation: nature of the business \_\_\_\_\_

### III. Property Redevelopment

16. Describe the intended re-use of the property:  
(attach additional sheets if necessary)

Applicant will redevelop the property for commercial and/or mixed use.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No  
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number unknown  
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown

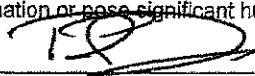
20. a. Will there be intangible benefits from this redevelopment such as:  
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development  
☐ Creation / Preservation of Green Space on the Property  
☐ Deconstruction/ Recycling of demolition or building debris  
☒ Other \_\_\_\_\_

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 7 / 31 / 2015

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm  
☒ None as of this application date

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Project Contact1 \_\_\_\_\_

S.C PE/PG Reg. # \_\_\_\_\_

Phone1 \_\_\_\_\_

Phone 2 \_\_\_\_\_

email \_\_\_\_\_

Project Contact 2 \_\_\_\_\_

S.C PE/PG Reg. # \_\_\_\_\_

Phone1 \_\_\_\_\_

Phone 2 \_\_\_\_\_

email \_\_\_\_\_

24. Legal Counsel (Optional)

Tommy Lavender/Nikki Setzler

Firm

Nexsen Pruet/Setzler & Scott

803-253-8233

803-796-1825

Attorney

Phone 1

Phone 2

1230 Main Street, Suite 700

Columbia

SC

29201

tlavender@nexsenpruet.com

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by PSI

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on: Granite and Gregg Mill

☐ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

Reports for current VCC for Gregg and Granite and Red Barn

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

### **PROPERTY DESCRIPTION**

All those certain pieces, parcels, lots or tracts of land, together with the improvements thereon situate, in the Village of Graniteville, County of Aiken and in the State of South Carolina, said lots designated as "PARCEL 'I' 35.86 ACRES," and "PARCEL 'PI-S' 2.61 ACRES" on a plat entitled "ASBUILT PLAT OF PLAT OF PARCELS 'I', 'K', PI-S'" prepared by Tony L. Carr Sr. & Associates, Inc.. dated October 9, 2007, and recorded in the Office of Register of Deeds for Aiken County at Plat Book 53, Page 239 and attached hereto.

Aiken County TMS Nos. 068-18-03-003, 068-18-02-001, and 068-14-07-001

#### **AND ALSO:**

All those certain pieces, parcels, lots or tracts of land, together with the improvements thereon situate, in the Village of Graniteville, County of Aiken and in the State of South Carolina, said lots designated as "PARCEL 'G' 0.15 ACRES," "PARCEL 'H' 0.06 ACRES," "PARCEL 'L' 0.70 ACRES," and all of the parcel designated as "PARCEL 'PI-S' 2.61 ACRES" which is located west of Horse Creek on a plat entitled "ASBUILT PLAT OF PLAT OF PARCELS 'F', 'F-1', 'G', 'H', 'L'" prepared by Tony L. Carr Sr. & Associates, Inc.. dated October 23, 2007, and recorded in the Office of Register of Deeds for Aiken County at Plat Book 53, Page 243 and attached hereto.

Aiken County TMS Nos. 068-18-29-001, 068-18-19-004, 068-17-36-001, and 068-18-19-003

#### **AND ALSO:**

All that certain piece, parcel, lot or tract of land, together with the improvements thereon situate, in the Village of Graniteville, County of Aiken and in the State of South Carolina, said lot designated as "PARCEL 'I'," and containing 3.1462 acres on a plat entitled "SUBDIVISION PLAT FOR PARCEL 'K'" prepared by Hass & Hilderbrand, Inc.. dated January 2, 2015, and attached hereto.

Portion of Aiken County TMS Nos. 068-18-01-001









## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity
3. Applicant's Legal Name Water Property Holdings, LLC

#### 4. Contract Signatures for this Applicant

##### a. Authorized Signatory

<u>D. Pete Davis</u>	<u>Manager</u>	<u>pete@peachtreeinv.com</u>
Name	Title	Email
<u>34 Old Ivy Road, Suite 200</u>	<u>404-495-4553</u>	<u>404-824-4337</u>
Address	Phone1	Phone2
<u>Atlanta</u>	<u>GA</u>	<u>30342</u>
City	State	Zip

##### b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Steve Bush	Principal	( 404 ) 495 - 4552	steve@peachtreeinv.com	<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

### 5. Physical Location of Applicant's Headquarters

Same as above

Street address	Suite Number
City	State Zip

### 6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)	Title
Street Number or PO Box	Phone1 Phone 2
City	State Zip Email

### 7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Delaware (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
<u>Coal Land Management, LLC</u>	
<u>Green Zone Investments, LLC</u>	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☒ Yes ☐ No

d. If yes, identify all affiliations: Peachtree Investment Solutions, LLC

### 8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

- Is a current owner of the property
- Is a Responsible Party for the site
- Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
- Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories



## II. Property Information

### 9. Location

a. Physical Address Marshall Street, Graniteville

b. County Aiken

c. ☒ Property is outside any municipal boundaries    ☐ Property is inside the municipal limits of \_\_\_\_\_  
(town/city)

### 10. List any Companies or Site names by which the Property is known

Gregg Mill

Avondale Mill

Granite Mill

### 11. Total Size of Property Covered by this Contract Approx. 48.6 Acres

### 12. How many parcels comprise the Property? 8

### 13. Current Zoning (general description)

RUD (Rural Development)

### 14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes    ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

500-gallon waste oil AST east of Granite Shop. This AST will be removed following closing.

1,000-gallon AST outside of the north end of the Gregg Plant. Applicant has not yet determined whether this AST will remain in use after closing.

20 ASTs used for water filtration and storage east of the Old Gregg Plant. Some or all of these tanks may be removed prior to closing.



15. Parcel Information

Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 068-14-07-001  
 b. Acreage Approx. 2.8  
 c. Current Owner Community Environmental  
 d. Owner Mailing Address \_\_\_\_\_  
 e. Contact Person for Access Joan Hartley  
 f. Access Person's Phone # \_\_\_\_\_  
 g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
 h. Buildings on the parcel? (check all that apply)  
☐ None  
☐ Demolished/Ruins  
☐ Intact, To be demolished  
☒ Intact, To be re-used  
 i. Business/facility operations ☐ Never Operated on the parcel  
☒ Not operating since 2005  
 (approx date)  
☐ In operation: nature of the business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
 b. Acreage \_\_\_\_\_  
 c. Current Owner \_\_\_\_\_  
 d. Owner Mailing Address \_\_\_\_\_  
 e. Contact Person for Access \_\_\_\_\_  
 f. Access Person's Phone # \_\_\_\_\_  
 g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
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☐ Demolished/Ruins  
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 (approx date)  
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a. Tax Map Parcel# \_\_\_\_\_  
 b. Acreage \_\_\_\_\_  
 c. Current Owner \_\_\_\_\_  
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 (approx date)  
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a. Tax Map Parcel# \_\_\_\_\_  
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### III. Property Redevelopment

16. Describe the intended re-use of the property:

*(attach additional sheets if necessary)*

Applicant will redevelop the property for commercial and/or mixed use.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No

b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number unknown

☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown

20. a. Will there be Intangible benefits from this redevelopment such as:

☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development

☐ Creation / Preservation of Green Space on the Property

☐ Deconstruction/ Recycling of demolition or building debris

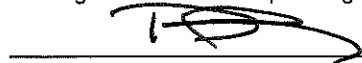
☒ Other \_\_\_\_\_

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 7 / 31 / 2015

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☒ None as of this application date

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Project Contact1 \_\_\_\_\_

S.C PE/PG Reg. # \_\_\_\_\_

Phone1 \_\_\_\_\_

Phone 2 \_\_\_\_\_

email \_\_\_\_\_

Project Contact 2 \_\_\_\_\_

S.C PE/PG Reg. # \_\_\_\_\_

Phone1 \_\_\_\_\_

Phone 2 \_\_\_\_\_

email \_\_\_\_\_

24. Legal Counsel (Optional)  
Tommy Lavender/Nikki Setzler  
Firm  
Nexsen Pruet/Setzler & Scott 803-253-8233 803-796-1825  
Attorney Phone1 Phone 2  
1230 Main Street, Suite 700 Columbia SC 29201 tlavender@nexsenpruet.com  
Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title  
Company Phone  
Address  
City State Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
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☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

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☒ New report completed in the past six months by PSI

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on: Granite and Gregg Mill

☐ The Following reports are attached: (Site Name)

Report Date Report Name Environmental Firm  
Reports for current VCC for Gregg and Granite and Red Barn

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

### **PROPERTY DESCRIPTION**

All those certain pieces, parcels, lots or tracts of land, together with the improvements thereon situate, in the Village of Graniteville, County of Aiken and in the State of South Carolina, said lots designated as "PARCEL 'G' 0.15 ACRES," "PARCEL 'H' 0.06 ACRES," "PARCEL 'I' 35.86 ACRES," "PARCEL 'L' 0.70 ACRES," and "PARCEL 'PI-S' 2.61 ACRES" on a plat entitled "ASBUILT PLAT OF PLAT OF PARCELS 'I', 'K', PI-S'" prepared by Tony L. Carr Sr. & Associates, Inc.. dated October 9, 2007, and recorded in the Office of Register of Deeds for Aiken County at Plat Book 53, Page 239 and attached hereto.

Aiken County TMS Nos. 068-18-29-001, 068-18-19-004, 068-17-36-001, 068-18-03-003, 068-18-02-001, 068-18-19-003, and 068-14-07-001

### **AND ALSO:**

All that certain piece, parcel, lot or tract of land, together with the improvements thereon situate, in the Village of Graniteville, County of Aiken and in the State of South Carolina, said lot designated as "PARCEL 'I,'" and containing 3.1462 acres on a plat entitled "SUBDIVISION PLAT FOR PARCEL 'K'" prepared by Hass & Hilderbrand, Inc.. dated January 2, 2015, and attached hereto.

Portion of Aiken County TMS Nos. 068-18-01-001

CURVE	CHORD	LENGTH	RADIUS	DIRECTION
C1	168.67	168.67	1215.84	N89°48'48"W
C2	24.01	24.91	1215.84	N74°15'57"W
C3	76.75	76.76	1215.84	N73°52'13"W
C4	160.20	160.29	1367.36	N67°43'11"W
C5	37.80	37.98	113.04	N66°11'31"W

NOTE:  
SURVEYS CONTROL TO THE CENTERLINE OF THE ROADS  
RIGHT OF WAYS ARE CALCULATED 37' & 50'  
RIGHT OF WAY BY PRESCRIPTION TO AIKEN COUNTY D.O.T.  
1) MARSHALL STREET - 50' R/W  
2) POWELL STREET TO MARSHALL STREET  
1.30' R/W

NOTE:  
THIS PROPERTY DOES LIE WITHIN THE  
100 YEAR FLOOD PLAIN AS PER  
AIKEN COUNTY PANEL NUMBER  
480002-000408, DATED: 4 MARCH, 1990.  
EASEMENTS  
PARCEL "I-1" - 0.09 ACRES  
TAX PARCEL NUMBER 068-10-03-001  
MARSHALL ST. FIRE PUMP STATION 0.09 ACRES  
PLAT BY: TONY L. CARR SR. & ASSOC.

REFERENCE:  
PLAT BOOK 35, PAGE 55  
LEGEND  
R/W = REAR FOUND  
N/C = NAIL & CAP  
PI = POINT OF INTERSECTION  
NOTE:  
ALL CORNERS ARE 1/4 IRON SET  
UNLESS OTHERWISE STATED.

NOTE:  
ALL REASONABLE EFFORTS HAVE BEEN MADE TO  
LOCATED EXISTING EASEMENTS, SETBACKS OR  
REGULATIONS, CURRENTLY OF RECORD, ALTHOUGH  
THIS PROPERTY MAY ALSO BE SUBJECT TO  
EASEMENTS, SETBACKS OR REGULATIONS, NOT  
SHOWN ON THIS PLAT, BUT WHICH MAY BE ON  
RECORD IN THE CLERK OF SUPERIOR COURT'S  
OFFICE, OR P.L.C. OFFICE.

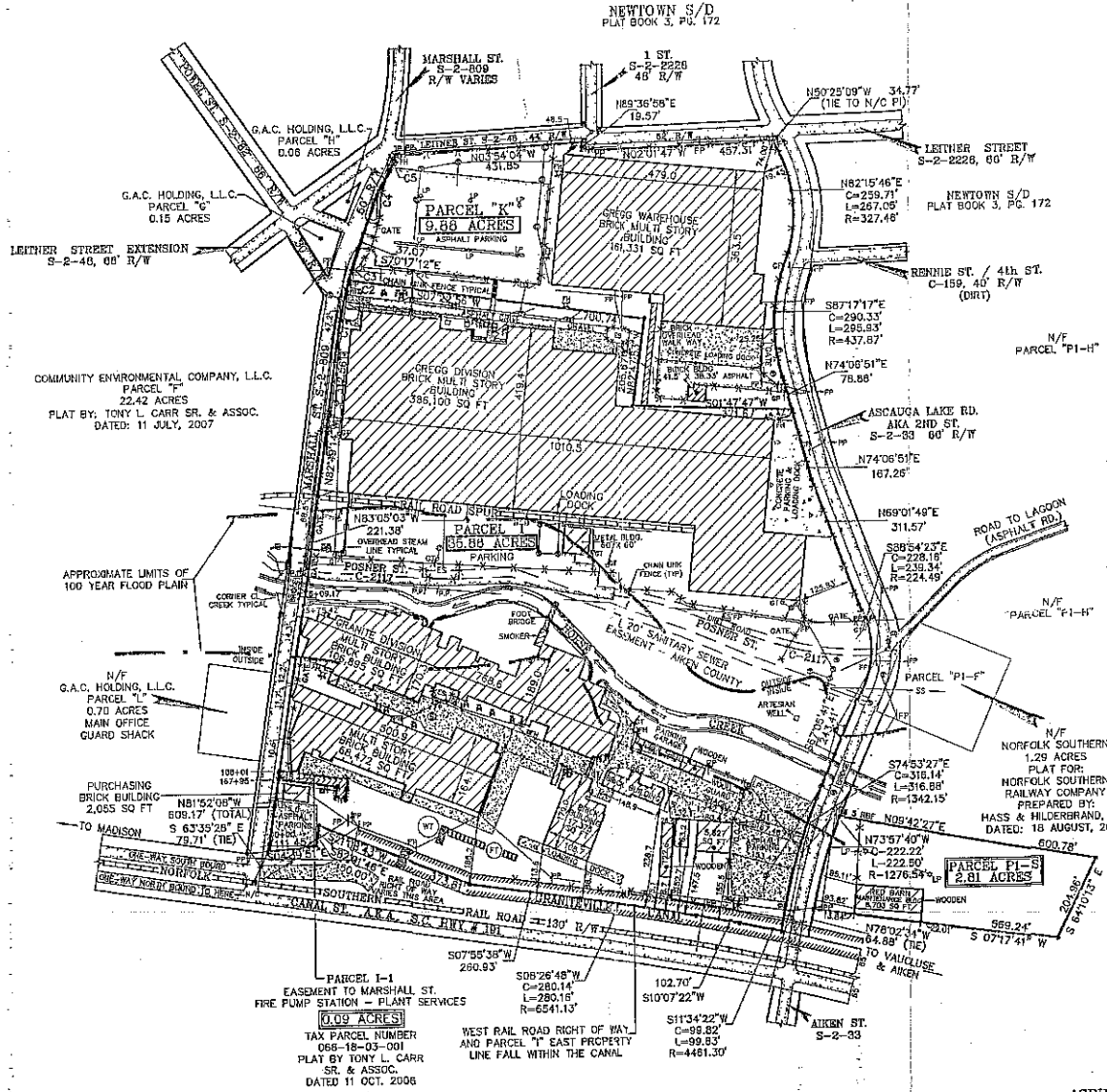
REFERENCE:  
PLAT BOOK 35, PAGE 85

LEGEND  
W = WATER  
BR = BRIDGE  
CP = CULVERT  
GP = GUY POLE  
ST = SEWER TAP  
LP = LIGHT POLE  
WT = WATER TANK  
PP = POWER POLE  
PC = PINCHER  
N/C = NAIL & CAP  
R/W = REAR FOUND  
FIRE = FIRE HYDRANT  
TB = TELEPHONE BOX  
RP = IRON PIPE FOUND  
DAU = DRAINAGE & UTILITY EASEMENT  
EW = ELEVATED WALKWAY  
PI = POINT OF INTERSECTION  
MBL = MINIMUM BUILDING LINE  
M = GRANVILLE MONUMENT  
ES = ELECTRICAL SUBSTATION

NOTE:  
ALL CORNERS ARE 1/4 IRON SET  
UNLESS OTHERWISE STATED.

NOTE:  
ALL REASONABLE EFFORTS HAVE BEEN MADE TO  
LOCATED EXISTING EASEMENTS, SETBACKS OR  
REGULATIONS, CURRENTLY OF RECORD, ALTHOUGH  
THIS PROPERTY MAY ALSO BE SUBJECT TO  
EASEMENTS, SETBACKS OR REGULATIONS, NOT  
SHOWN ON THIS PLAT, BUT WHICH MAY BE ON  
RECORD IN THE CLERK OF SUPERIOR COURT'S  
OFFICE, OR P.L.C. OFFICE.

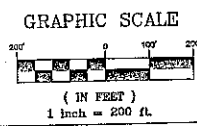
This plat is prepared in accordance with Chapter 24 and Management Regulations of the Aiken County Land Use Ordinance. This plat is subject to the Aiken County Land Use Ordinance. This plat is subject to the Aiken County Land Use Ordinance. This plat is subject to the Aiken County Land Use Ordinance.



- 1) PARCEL "I" - 39.89 ACRES - 068-10-01-001  
- 068-10-02-001  
- 068-10-03-001  
- 068-10-04-001  
- 068-10-05-001  
- 068-10-06-001  
- 068-10-07-001
- 2) PARCEL "PI-S" - 2.81 ACRES - 068-14-07-001 (RED BARN)
- 3) PARCEL "K" - 9.88 ACRES - PORTION OF 068-10-01-001
- 4) PARCEL "I-1" - 0.09 ACRES - MARSHALL PUMP STATION

TOTAL NET AREA - 48.64 ACRES

FORMER DEPOT / ADDITIONAL  
RAIL ROAD RIGHT OF WAY  
(NOT INCLUDED IN NET AREA)



ASBUILT PLAT OF  
PLAT OF PARCELS "I", "K", "PI-S"  
- PREPARED FOR -  
PARCELS "PI-S", "I" & "I-1" - COMMUNITY ENVIRONMENTAL COMPANY, L.L.C.  
PARCELS "K" - G.A.C. HOLDING, L.L.C.  
LOCATED AT: THE MILLS WITHIN THE VILLAGE OF GRANVILLE  
COUNTY OF AIKEN STATE OF SOUTH CAROLINA  
Scale: 1 inch = 200' Date: 9 OCTOBER, 2007  
- PREPARED BY -  
TONY L. CARR SR. & ASSOCIATES, INC.  
TEN "X" LAND SURVEYING & LAND PLANNING BER "B" LAND DRAINAGE & DESIGNING  
SOUTH CAROLINA LICENSE # 5493-B GEORGIA LICENSE # 1996  
1828 ORIOLE AVENUE - SINCE 1998 - NORTH AUGUSTA, S.C. 29841  
TEL. (803) 275-5770 / (803) 272-8408 FAX. (803) 275-5770  
DWG:060079

2007035129  
PLATS  
RECORDING FEES  
RECORDED & INDEXED  
10-24-2007 04:46 PM  
JUDITH WARDNER  
RECORDER OF DEEDS  
BY: LYNN STEPHENSON  
BK: PL 53  
PG: 239 - 239

